

LAW OFFICES

BALLARD SPAHR ANDREWS & INGERSOLL1735 MARKET STREET, 51ST FLOOR
PHILADELPHIA, PENNSYLVANIA 19103-7599215-665-8500
FAX: 215-864-8999BALTIMORE, MD
CAMDEN, NJ
DENVER, CO
SALT LAKE CITY, UT
WASHINGTON, DCROBERT C. GERLACH
DIRECT DIAL 215-864-8526

NOV 6 1995 -3 55 PM

INTERSTATE COMMERCE COMMISSION

November 2, 1995

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

Attention: Vernon Williams, Secretary

Dear Secretary Williams:

On behalf of Pennsylvania Electric Company, enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the United States Code and 49 C.F.R. Part 1177 are three original executed counterparts and one copy of a Secondary Document. The Secondary Document is the Instrument of Resignation, Appointment and Acceptance, dated as of October 27, 1995, which relates to the following Primary Document recorded at I.C.C. recordation numbers 11733 (47 earlier Supplemental Indentures are recorded at I.C.C. recordation numbers 11733-A through 11733-KK): Indenture of Mortgage and Deed of Trust, dated as of January 1, 1942 between Pennsylvania Electric Company and Bankers Trust Company, Trustee.

The names and addresses of the parties to the documents are as follows:

Mortgagor:	Pennsylvania Electric Company 2800 Pottsville Pike Reading, Pennsylvania 19605
Resigning Mortgagee:	Bankers Trust Company, Trustee Four Albany Street. New York, New York 10006
Successor Mortgagee:	United States Trust Company of New York 114 West 47th Street New York, New York 10036

NOV 6 3 51 PM '95
LICENSING DIVISION

Included in the property covered by the Primary Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100; the serial number for the transformer is GM99769. This car and transformer are used or intended for use in connection with interstate commerce. Mortgagor owns a 43% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Metropolitan Edison Company (which owns a 20% interest) and Jersey Central Power and Light Company (which owns a 37% interest).

The railroad car and transformer are not specifically described in the Primary Mortgage Document or in any of the Secondary Mortgage Documents. However, included in the property covered by the Primary Mortgage Document and the enclosed Secondary Mortgage Document is all property or interests therein owned by Pennsylvania Electric Company at the date of said Indenture of Mortgage and Deed of Trust or thereafter acquired by it.

Also enclosed is a check in the amount of \$21.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on the original executed counterpart of the Secondary Mortgage Document, for return to the undersigned, together with any extra counterparts not needed by the Commission.

A short summary of the enclosed Secondary Document to appear in the index is as follows: Assignment from Bankers Trust Company, as Trustee, Four Albany Street, New York, New York 10015 to United States Trust Company of New York, as Successor Trustee, 114 West 47th Street, New York, New York 10036, dated as of October 27, 1995, connected to Mortgage recorded at I.C.C. recordation number 11733 and covering all equipment including interest in Schnabel type railroad car, AAR number GPUX100, and mobile transformer, serial number GM99769.

Sincerely,



Robert C. Gerlach

RCG/lak
Enclosures

cc: Mr. Charles J. O'Neill

0100843123

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The names and addresses of the parties to the documents are as follows:

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Resigning Mortgagee:	Bankers Trust Company, Trustee Four Albany Street New York, New York 10006
Successor Mortgagee:	United States Trust Company of New York 114 West 47th Street New York, New York 10036



Interstate Commerce Commission
Washington, D.C. 20423-0001

11/6/95

Office Of The Secretary

Robert C. Gerlach
Ballard Spahr Andrews & Ingersoll
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103-7599

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/6/95 at 3:55PM, and assigned recordation number(s). 11733-LL.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100843123)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

Glenn M. Fort

INSTRUMENT
OF
RESIGNATION, APPOINTMENT AND ACCEPTANCE

among

PENNSYLVANIA ELECTRIC COMPANY,

BANKERS TRUST COMPANY, as Trustee, and

UNITED STATES TRUST COMPANY OF NEW YORK,

as Successor Trustee

Dated as of October 27, 1995

11733-LL
NOV 6 1995 3 55 PM
LED 1425

INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE entered into as of the 27th day of October, 1995, among PENNSYLVANIA ELECTRIC COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Company"), having its principal office at 2800 Pottsville Pike, Reading, PA 19605, BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York ("Bankers Trust"), having its corporate trust office at Four Albany Street, New York, New York 10006, as Trustee, and UNITED STATES TRUST COMPANY OF NEW YORK, a bank and trust company organized under the State of New York bank law ("UST"), having its corporate trust office at 114 West 47th Street, New York, New York 10036, as successor Trustee.

W I T N E S S E T H:

WHEREAS, the Company heretofore executed and delivered to BANKERS TRUST, Trustee, its Indenture dated as of January 1, 1942 (hereinafter the "Original Indenture"), to secure the payment of bonds issued and to be issued in accordance with the provisions of the Original Indenture; and

WHEREAS, the Original Indenture has heretofore been supplemented and amended by a first Supplemental Indenture dated March 7, 1942, a second Supplemental Indenture dated April 28,

1943, a third Supplemental Indenture dated August 20, 1943, a fourth Supplemental Indenture dated August 30, 1943, a fifth Supplemental Indenture dated August 31, 1943, a sixth Supplemental Indenture dated April 26, 1944, a seventh Supplemental Indenture dated April 19, 1945, an eighth Supplemental Indenture dated October 25, 1945, a ninth Supplemental Indenture dated as of June 1, 1946, a tenth Supplemental Indenture dated as of November 1, 1949, an eleventh Supplemental Indenture dated as of October 1, 1951, a twelfth Supplemental Indenture dated as of August 1, 1952, a thirteenth Supplemental Indenture dated as of June 1, 1953, a fourteenth Supplemental Indenture dated as of March 1, 1954, a fifteenth Supplemental Indenture dated as of April 30, 1956, a sixteenth Supplemental Indenture dated as of May 1, 1956, a seventeenth Supplemental Indenture dated as of March 1, 1958, an eighteenth Supplemental Indenture dated as of August 1, 1959, a nineteenth Supplemental Indenture dated as of May 1, 1960, a twentieth Supplemental Indenture dated as of May 1, 1961, a twenty-first Supplemental Indenture dated as of October 1, 1964, a twenty-second Supplemental Indenture dated as of November 1, 1966, a twenty-third Supplemental Indenture dated as of June 1, 1967, a twenty-fourth Supplemental Indenture dated as of August 1, 1968, a twenty-fifth Supplemental Indenture dated as of May 1, 1969, a twenty-sixth Supplemental Indenture dated as of April 1, 1970, a twenty-seventh Supplemental Indenture dated as of December 1, 1971, a twenty-eighth Supplemental Indenture dated as of July 1,

1973, a twenty-ninth Supplemental Indenture dated as of June 1, 1974, a thirtieth Supplemental Indenture dated as of December 1, 1974, a thirty-first Supplemental Indenture dated as of August 1, 1975, a thirty-second Supplemental Indenture dated as of December 1, 1975, a thirty-third Supplemental Indenture dated as of April 1, 1976, a thirty-fourth Supplemental Indenture dated as of June 1, 1976, a thirty-fifth Supplemental Indenture dated as of July 1, 1976, a thirty-sixth Supplemental Indenture dated as of November 1, 1976, a thirty-seventh Supplemental Indenture dated as of November 30, 1977, a thirty-eighth Supplemental Indenture dated as of December 1, 1977, a thirty-ninth Supplemental Indenture dated as of June 1, 1978, a fortieth Supplemental Indenture dated as of June 1, 1979, a forty-first Supplemental Indenture dated as of September 1, 1984, a forty-second Supplemental Indenture dated as of December 1, 1985, a forty-third Supplemental Indenture dated as of December 1, 1986, a forty-fourth Supplemental Indenture dated as of May 1, 1989, a forty-fifth Supplemental Indenture dated as of December 1, 1990, a forty-sixth Supplemental Indenture dated as of March 1, 1992, and a forty-seventh Supplemental Indenture dated as of June 1, 1993 (hereinafter collectively called "the Supplemental Indentures"; and together with the Original Indenture, the "Indenture"), for the purposes therein expressed; and

WHEREAS, the Original Indenture and said Supplemental Indentures have been duly recorded in mortgage books in the respective Offices of the Recorders of Deeds in and for the

counties of the Commonwealth of Pennsylvania and Garrett County, Maryland; and

WHEREAS, there have been issued under the Original Indenture and the Supplemental Indentures bonds of the Company in the amount of \$1,444,760,000, of which bonds in the amount of \$744,420,000 are outstanding as of the date hereof; and

WHEREAS, Section 14.16 of the Indenture provides that the Trustee under the Indenture may at any time resign and be discharged of the Trusts created by the Indenture by giving written notice to the Company specifying the day upon which such resignation shall take effect and by thereafter publishing notice of such resignation as provided in said Section 14.16, and that such resignation shall take effect upon the day specified in such notice unless previously a successor Trustee shall have been appointed by the bondholders or the Company in the manner provided in Section 14.18 of the Indenture and in such event such resignation shall take effect immediately on the appointment of such successor Trustee; and

WHEREAS, Section 14.18 of the Indenture provides that a vacancy in the office of Trustee under the Indenture shall be deemed to exist in case at any time the Trustee under the Indenture shall resign; and

WHEREAS, Section 14.18 of the Indenture further provides that a successor Trustee may be appointed, in the manner provided in said Section 14.18, to fill a vacancy in the office of Trustee under the Indenture by the holders of a majority in

principal amount of all bonds then outstanding (the "bondholders"); and

WHEREAS, Section 14.18 of the Indenture further provides that, until a successor Trustee shall be appointed by the bondholders as therein provided, the Company may appoint a successor Trustee to fill a vacancy in the office of Trustee under the Indenture by instrument executed by order of the Board of Directors or Executive Committee of the Company, and duly signed by its President or a Vice President and its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer; and

WHEREAS, Section 14.18 of the Indenture further provides that the Company shall publish notice of any appointment of a successor Trustee made by it pursuant to said Section 14.18 in the manner provided in Section 14.16 of the Indenture; and

WHEREAS, Section 14.18 of the Indenture further provides that the successor Trustee appointed by the Company or by the bondholders as therein provided shall be a bank or trust company eligible under Section 14.01 of the Indenture and qualified under Section 14.14 of the Indenture; and

WHEREAS, Section 14.20 of the Indenture provides that any successor Trustee shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Company, an instrument accepting such appointment under the Indenture and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties,

rights, powers, trusts, duties and obligations of the Trustee;
and

WHEREAS, Bankers Trust desires to resign as Trustee
under the Indenture; and

WHEREAS, the Company desires to appoint UST as
successor Trustee under the Indenture; and

WHEREAS, UST is willing to accept such appointment as
successor Trustee under the terms of the Indenture; and

WHEREAS, as of the date of these presents, no successor
Trustee under the Indenture has been appointed by the
bondholders; and

WHEREAS, by resolution of the Board of Directors of the
Company adopted on the 27th day of July, 1995, the undersigned
officers of the Company were authorized, directed and ordered to
execute and deliver this instrument, such resolutions have not
been amended or revoked and are in full force and effect on the
date hereof;

NOW, THEREFORE, THIS INSTRUMENT OF RESIGNATION,
APPOINTMENT AND ACCEPTANCE, WITNESSETH: That for and in
consideration of the premises, and of other good and valuable
consideration, the receipt and sufficiency of which are hereby
acknowledged, it is hereby covenanted, declared and decreed by
the Company, Bankers Trust and UST, intending to be legally bound
hereby, as follows:

FIRST: Bankers Trust and the Company,
simultaneously with the ensealing and delivery of these

presents, have caused the notices required to be given and published pursuant to the provisions of Section 14.16 and 14.18, respectively, of the Indenture to be given and to commence being published as therein required.

SECOND: UST hereby represents that it is a trust company eligible under the provisions of Section 14.01 of the Indenture and qualified under the provisions of Section 14.14 of the Indenture to be appointed successor Trustee under the Indenture.

THIRD: Effective at the close of business on the date hereof, Bankers Trust hereby resigns and, by its ensealing and delivery of these presents to the Company, hereby gives notice of its resignation as Trustee under the Indenture, as agent for payment of principal and interest, and as the office or agency of the Company in the Borough of Manhattan, City of New York, where the bonds issued in accordance with the Indenture may be presented for payment, registration of transfer, exchange or redemption and where notices and demands to or upon the Company in respect of the bonds issued in accordance with the Indenture or in respect of the Indenture may be served.

FOURTH: The Company, in the exercise of the authority vested in it pursuant to Section 14.18 of the Indenture and by order of its Board of Directors, by its ensealing and delivery of these presents to UST, hereby appoints UST as successor Trustee under the Indenture and as

agent for payment of principal and interest, and as the office or agency of the Company in the Borough of Manhattan, City of New York, where the bonds issued in accordance with the Indenture may be presented for payment, registration of transfer, exchange or redemption and where notices and demands to or upon the Company in respect of the bonds issued in accordance with the Indenture or in respect of the Indenture may be served, with all the estates, properties, rights, powers, trusts, duties and obligations of Bankers Trust under the Indenture, such appointment to be effective at the close of business on the date hereof.

FIFTH: UST, by its ensealing and delivery of these presents to Bankers Trust and to the Company, hereby accepts its appointment as successor Trustee under the Indenture, effective at the close of business on the date hereof, and assumes the estates, properties, rights, powers, trusts, duties and obligations of the Trustee thereunder, and UST also accepts its appointment as agent for payment of principal and interest, and as the office or agency of the Company in the Borough of Manhattan, City of New York, where the bonds issued in accordance with the Indenture may be presented for payment, registration of transfer, exchange or redemption and where notices and demands to or upon the Company in respect of the bonds issued in accordance with the Indenture or in respect of the Indenture may be served, subject to all the terms and provisions therein contained.

SIXTH: The Company and UST hereby request Bankers Trust to confirm, assign, transfer and set over to UST, its successors and assigns, as its successor in trust under the Indenture, all the right, title and interest of Bankers Trust in and to the mortgaged property and such rights, powers, trusts, duties and obligations and to pay over, assign and deliver to UST as such successor Trustee any and all money and other property subject to the lien of the Indenture, including any pledged securities, held by Bankers Trust as Trustee under the Indenture.

SEVENTH: Pursuant to the request of UST and the Company hereby made, Bankers Trust, by its ensealing and delivery of these presents to UST, hereby confirms, assigns, transfers and sets over to UST, its successors and assigns, as its successor in trust under the Indenture, all the right, title and interest of Bankers Trust in and to the mortgaged property and such rights, powers, trusts, duties and obligations and hereby does pay over, assign and deliver to UST as such successor Trustee any and all money and other property subject to the lien of the Indenture held by Bankers Trust as Trustee under the Indenture.

EIGHTH: The Company, for the purpose of more fully and certainly vesting in and confirming to UST as successor Trustee under the Indenture said mortgaged property, rights, powers, trusts, duties and obligations, at the request of UST, joins in the execution hereof.

NINTH: The Company and Bankers Trust hereby agree, upon reasonable request of UST, to execute, acknowledge and deliver such further instruments of conveyance and further assurance and to do such other things as may reasonably be required for more fully and certainly vesting and confirming in UST all the right, title and interest of Bankers Trust in and to the estates, properties, rights, powers, trusts, duties and obligations held in trust under the Indenture.

TENTH: This instrument may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

ELEVENTH: Terms not otherwise defined in this Instrument of Resignation, Appointment and Acceptance shall have the definitions given thereto in the Indenture.

TWELFTH: This Instrument of Resignation, Appointment and Acceptance shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this Instrument to be signed and acknowledged by one of its Vice Presidents, and its Assistant Treasurer, its corporate seal to be affixed hereunto, and the same to be attested by its Secretary or an Assistant Secretary in Parsippany, New Jersey; BANKERS TRUST COMPANY has caused this Instrument to be signed and

acknowledged in its name and behalf by an Assistant Vice President, and its corporate seal to be affixed hereunto, and the same to be attested by an Assistant Vice President in the City of New York, New York; and UNITED STATES TRUST COMPANY OF NEW YORK has caused this Instrument to be signed and acknowledged in its name and behalf by a Senior Vice President, and its corporate seal to be affixed hereunto, and the same to be attested by a Vice President in the City of New York, New York, as of the 27th day of October, 1995.

PENNSYLVANIA ELECTRIC COMPANY

By T. G. Howson
T. G. Howson, Vice President

By S. H. Somich
S. H. Somich, Assistant Treasurer

[Seal]

Attest:

M. A. Nalewako
M. A. Nalewako, Assistant Secretary

STATE OF NEW JERSEY

:

: ss.

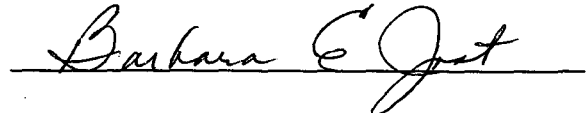
COUNTY OF MORRIS

:

On this 27th day of October, 1995, before me, B. E. Jost, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared T. G. Howson, who acknowledged himself to be a Vice President of Pennsylvania Electric Company, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]



BARBARA E. JOST

Notary Public of New Jersey

My Commission Expires August 12, 1999



STATE OF NEW JERSEY

:

: ss.

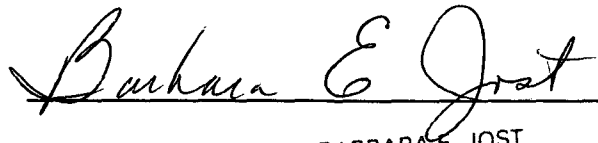
COUNTY OF MORRIS

:

On this 27th day of October, 1995, before me, B. E. Jost, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared S. H. Somich, who acknowledged himself to be a Assistant Treasurer of Pennsylvania Electric Company, a corporation, and that he as such Assistant Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Treasurer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[NOTARIAL SEAL]



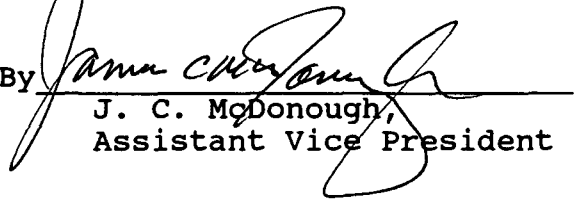
BARBARA E. JOST

Notary Public of New Jersey
My Commission Expires August 12, 1999




BANKERS TRUST COMPANY

By


J. C. McDonough,
Assistant Vice President

[Seal]

Attest:


Assistant Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

:
: ss.
:

On the 27th day of October, in the year 1995, before me, CAROL ALLEN, a Notary Public for the State and J. C. McDonough, who acknowledged himself to be an Assistant Vice President of Bankers Trust Company, corporation, and that he as such ~~Senior Trust Officer~~ ^{Assistant Vice President}, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Vice President.

I am not a director or officer of said Bankers Trust Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


[NOTARIAL SEAL]

Carol Allen

CAROL ALLEN
Notary Public, State of New York
No. 24-4920187
Qualified in Kings County
Commission Expires 2/16/96

UNITED STATES TRUST COMPANY
OF NEW YORK

By


G. F. Ganey,
Senior Vice President

[Seal]

Attest:


LOUIS P. YOUNG
VICE PRESIDENT

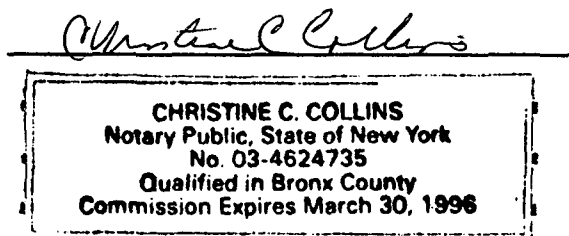
STATE OF NEW YORK
COUNTY OF NEW YORK

:
: ss.
:

On this 27th day of October, 1995, before me,
Christine C. Collins, a Notary Public for the State and County
aforesaid, the undersigned officer, personally appeared G. F.
Ganey, who acknowledged himself to be a Senior Vice President of
United States Trust Company of New York, a corporation, and that
he as such Senior Vice President, being authorized to do so,
executed the foregoing instrument for the purposes therein
contained by signing the name of the corporation by himself as
Senior Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.


[NOTARIAL SEAL]



CERTIFICATE OF RESIDENCE

United States Trust Company of New York, Successor
Trustee within named, hereby certifies that its precise residence
is 114 West 47th Street, in the Borough of Manhattan, in the City
of New York, in the State of New York.

UNITED STATES TRUST
COMPANY OF NEW YORK

By 
G. F. Ganey, Senior Vice President